



Order under Section 69 Residential Tenancies Act, 2006

Citation: Homestead Land Holdings Limited v Buchanan, 2022 ONLTB 10404

Date: 2022-11-01

File Number: LTB-L-020821-22

In the matter of: 1004, 1300 MCWATTERS RD
OTTAWA ON K2C3M5

Between: Homestead Land Holdings Limited Landlord

And

Darryl Buchanan Tenant

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Darryl Buchanan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 26, 2022.

The Landlord's representative Megan O'Connor, the Tenant, and the Tenant's Ontario Works caseworker Allison Mosley attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,401.42. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$46.07. This amount is calculated as follows: \$1,401.42 x 12, divided by 365 days.
5. The Tenant has paid \$7,394.10 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2022 are \$4,120.10.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,499.65 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

9. Interest on the rent deposit, in the amount of \$74.73 is owing to the Tenant for the period from January 1, 2019 to October 26, 2022.
10. The Tenant did not dispute the rent arrears but requested a payment plan from the Landlord. The Landlord rejected a payment plan because the Tenant is currently not working and has received Ontario works benefits of \$733.00 since July 01, 2022. The Landlord explained that the Tenant is living alone and is not making enough income to pay for the monthly rent of \$1,401.42.
11. AM submitted that Ontario Works had paid the Tenant's rent arrears of \$5,965.05 in September 2021 and another \$4,493.10 in May 2022. AM confirmed that the Tenant would not receive any further rent arrears payments assistance from Ontario Works, and she is currently assisting the Tenant in finding employment.
12. The parties agreed to extend the eviction date to January 31, 2023, to give the Tenant time to gain employment and make payments towards the rent arrears. The parties also agreed that the Tenant must inform the Landlord immediately on or before January 15, 2023, when he starts working, and shall also pay the Landlord new rent on time and in full as it comes due and owing for the period November 01, 2022, to January 31, 2023, or until the arrears are paid in full, whichever date is earliest.
13. If the Tenant fails to make any payments or inform the Landlord about his employment under this order, then the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing. The Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after October 30, 2023.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until January 31, 2023 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$5,707.52 if the payment is made on or before November 30, 2022. See Schedule 1 for the calculation of the amount owing.

OR

 - \$7,108.94 if the payment is made on or before December 31, 2022. See Schedule 1 for the calculation of the amount owing.

OR

- \$8,510.36 if the payment is made on or before January 31, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after January 31, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before January 31, 2023**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,528.12. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$46.07 per day for the use of the unit starting October 27, 2022 until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlord the full amount owing on or before November 12, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 13, 2022 at 2.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before January 31, 2023, then starting February 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after February 1, 2023.

November 1, 2022

Date Issued

Percy Laryea

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on August 1, 2023 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before November 30, 2022

Rent Owing To November 30, 2022	\$12,915.62
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,394.10
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$
Total the Tenant must pay to continue the tenancy	\$5,707.52

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before December 31, 2022

Rent Owing To December 31, 2022	\$14,317.04
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,394.10
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$7,108.94

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2023

Rent Owing To January 31, 2023	\$15,718.46
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,394.10
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00

Total the Tenant must pay to continue the tenancy	\$8,510.36
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D. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$11,310.60
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,394.10
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,499.65
Less the amount of the interest on the last month's rent deposit	- \$74.73
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$
Total amount owing to the Landlord	\$2,528.12
Plus daily compensation owing for each day of occupation starting October 27, 2022	\$46.07 (per day)